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4 **UNITED STATES DISTRICT COURT**
5 **CENTRAL DISTRICT OF CALIFORNIA**
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9 LIDIA GONZALEZ, RICARD)
10 ARCIGA, YESENIA MARTINEZ,)
11)
12 Plaintiffs,)

13 vs.)

14 COUNTY OF LOS ANGELES, CITY)
15 OF LONG BEACH, PATRICK FREY,)
16 ADRIAN GARCIA, MARK BUGEL,)
17 CHRISTOPHER BRAMMER, MARY)
18 MARSCHKE, ANTON FISCHER,)
19 ALFREDO CHAIREZ, and DOES 1)
through 10, inclusive,)
Defendants.)

CASE NO. 2:18-cv-09117-ODW(ASx)
*[Assigned to the Hon. Otis D. Wright II
in Courtroom 5D]*

PROTECTIVE ORDER

Complaint Filed: 10/23/2018

Trial Date: 08/18/2020

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23 **1. A. PURPOSES AND LIMITATIONS**

24 Discovery in this action is likely to involve production of confidential,
25 proprietary, or private information for which special protection from public disclosure
26 and from use for any purpose other than prosecuting this litigation may be warranted.
27 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
28 Stipulated Protective Order. The parties acknowledge that this Order does not confer

1 blanket protections on all disclosures or responses to discovery and that the protection
2 it affords from public disclosure and use extends only to the limited information or
3 items that are entitled to confidential treatment under the applicable legal principles.
4 The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
5 Protective Order does not entitle them to file confidential information under seal; Civil
6 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
7 will be applied when a party seeks permission from the court to file material under
8 seal.

9 B. GOOD CAUSE STATEMENT

10 Good cause exists for this Protective Order as required by Federal Rules of Civil
11 Procedure 26(c)(1) because the County of Los Angeles claims that the disclosure of
12 the Designated Documents raise health and safety concerns for certain witnesses, who
13 face being threatened, beaten, or killed in retaliation for cooperation with the police and
14 prosecution during the criminal murder prosecution of Daniel Gonzalez Jr., entitled
15 *People of the State of California v. Daniel Gonzalez*, Case Number NA 102482-01
16 (“Gonzalez Jr. Murder Trial”). The parties agree, based on the good cause, the parties
17 will treat the following information as Confidential in the manner set forth below:

- 18 • Motion for Judicial Finding that Witness Anthony Cisneros
19 Testified Untruthfully at Trial and Exhibits (COLA 00001- 39)
- 20 • Reporter’s Transcript of Cisneros Testimony 9-21-17 (COLA 00040-89)
- 21 • Report’s Transcript of Cisneros Testimony in *People v. Gonzalez Jr.*, 9-
22 22-17 (COLA 00090-180;

23 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
24 disputes over confidentiality of discovery materials, to adequately protect information
25 the parties are entitled to keep confidential, to ensure that the parties are permitted
26 reasonable necessary uses of such material in preparation for and in the conduct of
27 trial, to address their handling at the end of the litigation, and serve the ends of justice,
28 a protective order for such information is justified in this matter. It is the intent of the

1 parties that information will not be designated as confidential for tactical reasons and
2 that nothing be so designated without a good faith belief that it has been maintained in
3 a confidential, non-public manner, and there is good cause why it should not be part of
4 the public record of this case.

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6 2. DEFINITIONS

7 2.1 Action: The above-entitled lawsuit, Lidia Gonzalez, et. al. vs. County of Los
8 Angeles, et. al., case number 2:18-cv-09117-ODW-AS.

9 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
10 information or items under this Order.

11 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
12 is generated, stored or maintained) or tangible things that qualify for protection under
13 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
14 Statement.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
16 support staff).

17 2.5 Designating Party: a Party or Non-Party that designates information or items
18 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

19 2.6 Disclosure or Discovery Material: all items or information, regardless of the
20 medium or manner in which it is generated, stored, or maintained (including, among
21 other things, testimony, transcripts, and tangible things), that are produced or generated
22 in disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
25 expert witness or as a consultant in this Action.

26 2.8 House Counsel: attorneys who are employees of a party to this Action. House
27 Counsel does not include Outside Counsel of Record or any other outside counsel.
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1 2.9 Non-Party: any natural person, partnership, corporation, association, or other
2 legal entity not named as a Party to this action.

3 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
4 this Action but are retained to represent or advise a party to this Action and have
5 appeared in this Action on behalf of that party or are affiliated with a law firm which
6 has appeared on behalf of that party, and includes support staff.

7 2.11 Party: any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their
9 support staffs).

10 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 2.13 Professional Vendors: persons or entities that provide litigation support
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
15 their employees and subcontractors.

16 2.14 Protected Material: any Disclosure or Discovery Material that is designated
17 as "CONFIDENTIAL."

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20 3. SCOPE

21 The protections conferred by this Stipulation and Order cover not only Protected
22 Material (as defined above), but also (1) any information copied or extracted from
23 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
24 Material; and (3) any testimony, conversations, or presentations by Parties or their
25 Counsel that might reveal Protected Material.

26 Any use of Protected Material at trial shall be governed by the orders of the trial
27 judge. This Order does not govern the use of Protected Material at trial.
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1 4.DURATION

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
4 in writing or a court order otherwise directs. Final disposition shall be deemed to be
5 the later of (1) dismissal of all claims and defenses in this Action, with or without
6 prejudice; and (2) final judgment herein after the completion and exhaustion of all
7 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
8 for filing any motions or applications for extension of time pursuant to applicable law.

9 5.DESIGNATING PROTECTED MATERIAL

10 5.1 Protected Materials are the following:

- 11 • Motion for Judicial Finding that Witness Anthony Cisneros
12 Testified Untruthfully at Trial and Exhibits (COLA 00001- 39)
- 13 • Reporter's Transcript of Cisneros Testimony 9-21-17 (COLA 00040-89)
- 14 • Report's Transcript of Cisneros Testimony in People v. Gonzalez Jr., 9-
15 22-17 (COLA 00090-180;

16 Exercise of Restraint and Care in Designating Material for Protection. Each
17 Party or Non-Party that designates information or items for protection under this Order
18 must take care to limit any such designation to specific material that qualifies under
19 the appropriate standards. The Designating Party must designate for protection only
20 those parts of material, documents, items, or oral or written communications that
21 qualify so that other portions of the material, documents, items, or communications for
22 which protection is not warranted are not swept unjustifiably within the ambit of this
23 Order. The Designating Party shall designate confidential material by having the pages
24 Watermarked, "CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER" across
25 the page.

26 Mass, indiscriminate, or routinized designations are prohibited. Designations
27 that are shown to be clearly unjustified or that have been made for an improper purpose
28 (e.g., to unnecessarily encumber the case development process or to impose

unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page that contains Protected Material. If only a portion or portions of the

material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

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(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the informal dispute resolution process set forth in the Court’s Procedures and Schedules. see <http://www.cacd.uscourts.gov/honorable-alka-sagar>

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or

1 withdrawn the confidentiality designation, all parties shall continue to afford the
2 material in question the level of protection to which it is entitled under the Producing
3 Party's designation until the Court rules on the challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending, or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a Receiving
10 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a
12 location and in a secure manner that ensures that access is limited to the persons
13 authorized under this Order.

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
15 ordered by the court or permitted in writing by the Designating Party, a Receiving
16 Party may disclose any information or item designated "CONFIDENTIAL" only to:

17 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
18 employees of said Outside Counsel of Record to whom it is reasonably necessary to
19 disclose the information for this Action;

20 (b) the officers, directors, and employees (including House Counsel) of the
21 Receiving Party to whom disclosure is reasonably necessary for this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
23 is reasonably necessary for this Action and who have signed the "Acknowledgment
24 and Agreement to Be Bound" (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
2 to whom disclosure is reasonably necessary for this Action and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action
7 to whom disclosure is reasonably necessary provided: (1) the deposing party requests
8 that the witness sign the form attached as Exhibit A hereto; and (2) they will not be
9 permitted to keep any confidential information unless they sign the “Acknowledgment
10 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
11 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
12 depositions that reveal Protected Material may be separately bound by the court
13 reporter and may not be disclosed to anyone except as permitted under this Stipulated
14 Protective Order; and

15 (i) any mediator or settlement officer, and their supporting personnel, mutually
16 agreed upon by any of the parties engaged in settlement discussions. (j) PLAINTIFFS
17 except that in no event shall any of the PLAINTIFFS (Lidia Gonzalez, Ricard Arciga,
18 and Yesenia Martinez) be given paper, electronic, or any other form of copies of the
19 Designated Documents. Counsel for PLAINTIFFS shall not turn over the Designated
20 Documents in any form to PLAINTIFFS. PLAINTIFFS may only review Designated
21 Documents in their counsel’s office. PLAINTIFFS may not photograph, copy, or take
22 notes concerning the contents of the Designated Documents.

23 (k) Counsel for PLAINTIFFS reserves the right to request modifications to
24 this stipulated protective order in the event he believes that modification is necessary
25 after reviewing the Designated Documents.

26 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
27 IN OTHER LITIGATION

1 If a Party is served with a subpoena or a court order issued in other litigation that
2 compels disclosure of any information or items designated in this Action as
3 “CONFIDENTIAL,” that Party must:

4 (a) promptly notify in writing the Designating Party. Such notification shall
5 include a copy of the subpoena or court order;

6 (b) promptly notify in writing the party who caused the subpoena or order to
7 issue in the other litigation that some or all of the material covered by the subpoena or
8 order is subject to this Protective Order. Such notification shall include a copy of this
9 Stipulated Protective Order; and

10 (c) cooperate with respect to all reasonable procedures sought to be pursued by
11 the Designating Party whose Protected Material may be affected.

12 If the Designating Party timely seeks a protective order, the Party served with
13 the subpoena or court order shall not produce any information designated in this action
14 as “CONFIDENTIAL” before a determination by the court from which the subpoena
15 or order issued, unless the Party has obtained the Designating Party’s permission. The
16 Designating Party shall bear the burden and expense of seeking protection in that court
17 of its confidential material and nothing in these provisions should be construed as
18 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
19 directive from another court.

20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO
21 BEPRODUCED IN THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced by a Non-
23 Party in this Action and designated as “CONFIDENTIAL.” Such information
24 produced by Non-Parties in connection with this litigation is protected by the remedies
25 and relief provided by this Order. Nothing in these provisions should be construed as
26 prohibiting a Non-Party from seeking additional protections.

1 (b) In the event that a Party is required, by a valid discovery request, to produce
2 a Non-Party's confidential information in its possession, and the Party is subject to an
3 agreement with the Non-Party not to produce the Non-Party's confidential information,
4 then the Party shall:

5 (1) promptly notify in writing the Requesting Party and the Non-Party that some
6 or all of the information requested is subject to a confidentiality agreement with a Non-
7 Party;

8 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
9 Order in this Action, the relevant discovery request(s), and a reasonably specific
10 description of the information requested; and

11 (3) make the information requested available for inspection by the Non-Party, if
12 requested.

13 (c) If the Non-Party fails to seek a protective order from this court within 14
14 days of receiving the notice and accompanying information, the Receiving Party may
15 produce the Non-Party's confidential information responsive to the discovery request.
16 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
17 any information in its possession or control that is subject to the confidentiality
18 agreement with the Non-Party before a determination by the court. Absent a court order
19 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
20 in this court of its Protected Material.

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
23 Protected Material to any person or in any circumstance not authorized under this
24 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
25 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
26 all unauthorized copies of the Protected Material, (c) inform the person or persons to
27 whom unauthorized disclosures were made of all the terms of this Order, and (d)
28

request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

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11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected

1 Material at issue. If a Party's request to file Protected Material under seal is denied by
2 the court, then the Receiving Party may file the information in the public record unless
3 otherwise instructed by the court.

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5 13. FINAL DISPOSITION

6 After the final disposition of this Action, as defined in paragraph 4, within 60
7 days of a written request by the Designating Party, each Receiving Party must return
8 all Protected Material to the Producing Party or destroy such material. As used in this
9 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
10 summaries, and any other format reproducing or capturing any of the Protected
11 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
12 must submit a written certification to the Producing Party (and, if not the same person
13 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
14 category, where appropriate) all the Protected Material that was returned or destroyed
15 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
16 compilations, summaries or any other format reproducing or capturing any of the
17 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
18 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
19 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
20 attorney work product, and consultant and expert work product, even if such materials
21 contain Protected Material. Any such archival copies that contain or constitute
22 Protected Material remain subject to this Protective Order as set forth in Section 4
23 (DURATION).

24 14. Any violation of this Order may be punished by any and all appropriate measures
25 including, without limitation, contempt proceedings and/or monetary sanctions.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 DATED: May 1, 2020

COLLINS COLLINS MUIR + STEWART LLP

4
5 By: /s/ Jessica J. Mead

6 JESSICA J. MEAD
7 TOMAS A. GUTERRES
8 Attorneys for Defendant,
PATRICK FREY

9 DATED: May 1, 2020

CHARLES PARKIN, City Attorney

10
11 By: /s/ Matthew M. Peters

12 MATTHEW M. PETERS
13 Deputy City Attorney
14 Attorneys for Defendants, CITY OF
15 LONG BEACH, et. al.

16 DATED: May 1, 2020

LAW OFFICE OF JERRY L. STEERING

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18
19 By: /s/ Jerry L. Steering

20 JERRY L. STEERING, Esq.
21 Attorney for Plaintiffs
22 LIDIA GONZALEZ, RICARD ARCIGA,
and YESENIA MARTINEZ

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24 DATED: May 4, 2020

25
26 / s / Sagar

27 Honorable Alka Sagar
28 United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that
 I have read in its entirety and understand the Stipulated Protective Order that was
 issued by the United States District Court for the Central District of California on [date]
 in the case of Lidia Gonzalez, et al. v. County of Los Angeles, et al. (CASE NO. 2:18-
 cv-09117-ODW(ASx)). I agree to comply with and to be bound by all the terms of
 this Stipulated Protective Order and I understand and acknowledge that failure to so
 comply could expose me to sanctions and punishment in the nature of contempt. I
 solemnly promise that I will not disclose in any manner any information or item that
 is subject to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
 Central District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this
 action. I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____